Supreme Court, U.S.
FILED

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No. 99-

IN THE

Supreme Court of the United States

U.S. *ex rel.* A-1 AMBULANCE SERVICE, INC.,

Petitioner,

v.

THE COUNTY OF LOS ANGELES, CALIFORNIA, *et al.*,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

PETITION FOR A WRIT OF CERTIORARI

EUGENE DONG
Attorney for Petitioner
786 Holly Oak Drive
Palo Alto, CA 94303
(650) 321-4423

157913

Counsel Press LLC
(800) 274-3321 • (800) 359-6859

63pp

QUESTIONS PRESENTED

1. Does the lack of identity of issues litigated in a prior False Claims Action filed by petitioner defeat the application of the doctrine of collateral estoppel?

2. Is possession of information by the United States Government a condition precedent for the application of 31 U.S.C. § 3730(e), the "public disclosure" bar of the Federal False Claims Act?

3. May Defendant(s) raise the public disclosure bar after the Attorney General has investigated the *qui tam* plaintiffs' case, declined to intervene and filed no other motion on behalf of the United States?

PARTIES TO THE PROCEEDINGS

Petitioner and the plaintiff below is U.S. *ex rel.* A-1 Ambulance Service.

The respondents are The County of Los Angeles, California, Schaefer's Ambulance Service, Inc., and American Medical Response, including the former Adams Ambulance Service, Laidlaw Medical Transportation, Inc., Pruner Health Services, Inc., AMR-Wilson Ambulance Service, Inc., Medevac Ambulance Service, Inc. and Goodhew Ambulance Service, Inc.

Defendant State of California named in the caption below was not named in the First Amended Complaint and not served.

STATEMENT PURSUANT TO RULE 29.6

Petitioner, A-1 Ambulance Service, Inc., has no parent corporation, and no publicly held company owns 10% or more of its stock.

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Petitioner respectfully petitions for a writ of certiorari to review the Judgment of the United States Court of Appeals in *A-1 Ambulance Service, Inc. v. State of California et al.*, Docket No. 97-56685, USDC No. CV-96-01158.

OPINIONS BELOW

This petition presents a Judgment of the Ninth Circuit. The District Court Order Granting Defendants' Motions to Dismiss was filed October 6, 1997 and is included at App. B, p. 3a. The Judgment of the District Court was filed October 6, 1997 and is included at App. B, p. 6a. The unpublished memorandum of the Ninth Circuit Court of Appeals was filed on February 7, 2000 and is included at App. A, p. 1a.

STATEMENT OF JURISDICTION

The district court had original jurisdiction pursuant to 28 U.S.C. § 1331. The Court of Appeals entered its judgment on February 7, 2000. The Jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1).

STATUTES INVOLVED

Title 31 U.S.C. § 3730(e)(4)(A):

> No court shall have jurisdiction over an action under this section based upon the public disclosure of allegations or transactions in a criminal, civil, or administrative hearing, in a congressional, administrative, or Government Accounting Office report, hearing, audit, or investigation, or from the news media, unless the

> action is brought by the Attorney General or the person bringing the action is an original source of the information.

Calif. Welfare & Inst. Code § 17000:

> Every county and every city and county shall relieve and support all incompetent, poor, indigent persons, and those incapacitated by age, disease, or accident, lawfully resident therein, when such persons are not supported and relieved by their relatives or friends, by their own means, or by state hospitals or other state or private institutions.

STATEMENT OF THE CASE

Since before 1983, respondent County of Los Angeles ("County") contracted with private ambulance services to provide ambulance services to various Los Angeles County cities which had contracted with the County for it to do so. Respondent County recovered the costs of providing ambulance services to indigent residents from the contracting cities. In *City of Lomita v. County of Los Angeles*, 148 Cal. App. 3d 671 (1983), the state Court of Appeals held that the payment provisions were void for lack of consideration since respondent County have a statutory duty to provide indigents with emergency medical transportation to hospitals. Specifically, "the cost of such services, no matter how or by whom provided, is a charge on the County to be met out of County funds." *Id.*, *Calif. Welfare & Inst. Code* § 17000.

In *City of Lomita v. Superior Court*, 186 Cal. App. 3d 479 (1986), the Court of Appeals issued a mandate requiring respondent County to comply with its opinion.

In 1988, respondent County published a Request for Proposal for Emergency Ambulance Services ("RFP") for various areas in Los Angeles County. Respondent County stated that the objective of the RFP was to enter into contracts in which respondent County was not required to reimburse a contract provider for various enumerated emergency transportation services given to any County responsible indigent patient.

In the RFP, respondent County urged all interested providers to attend a provider's conference so that "questions concerning the written specifications" of the RFP could be answered in the presence of all attendees. In relevant part to this petition, respondent County also stated that written minutes of the conference or a listing of all questions and answers would "not be available for publication" and that all responses and addenda would "be sent only to those firms who have shown an interest in this RFP by attending the contract providers' conference." App. C, p. 8a. Petitioner did not attend the conference.

Shortly thereafter, respondent County entered into a group of contracts for exclusive ambulance services in Los Angeles County with 5 private ambulance services[1], all of whom had been incumbent providers. The maximum public rates would be adjusted according to an inflation adjustment formula. Each contractor agreed not to bill County Responsible indigent patients or their families for emergency medical transportation. County Responsible indigent patients were defined as "General relief or Ability to Pay Recipients". App. E, pp. 15a-16a.

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1. The contractors will be identified in this petition by their original names for clarity.

Respondent County had divided Los Angeles County into 11 zones. Each contractor was to be paid a certain amount by the County which was less than the maximum subsidy offered for that particular zone or combination of zones. App. E, pp. 15a-16a. Neither the availability nor the amounts of the subsidy had been published in the RFP. Therefore, notwithstanding respondent County's RFP objective not to pay for indigent services, respondent County's payment to the contractors for services to County Responsible patients as defined would appear, without more, to meet County's duty to its indigent residents.

Respondent County also entered into a number of contracts with cities. Excerpts from the model contracts are in App. F, p. 17a.

From 1988 through May 1994, respondent County increased the public's ambulance rates for Advanced Life Support ("ALS") from $252 to $303 and for Basic Life Support ("BLS") from $151 to $182. App. H, p. 22a. Respondent County repeatedly acknowledged that the rate hikes would have "no effect on county costs" App. G, pp. 18a-19a.

Respondent County issued another RFP in March 1994. Respondent County's objective was to enter into contracts in which respondent County may not necessarily need to subsidize a contract provider for emergency ambulance transportation services. Respondent County left out language concerning its indigent patients.

For this round, respondent County made the providers conference mandatory. Respondent County again stated that the purpose of the conference was to "answer all questions

concerning the written specifications of the RFP in the presence of all organizations genuinely interested in proposing for an exclusive operating area(s)." App. I, pp. 23a-24a.

Again as in its previous RFP, respondent County stated that "[w]ritten minutes of the proposers' conference will not be available for publication, . . ." and that the written material resulting from the conference will be mailed to all organizations in attendance "as evidenced by the official sign-in attendance sheet." App. I, pp. 23a-24a. Petitioner did not attend the conference.

On or about April 14, 1994, respondent County's director of health ("Director") reported to respondent's Board of Supervisors, based upon his survey of California's 58 counties, that Los Angeles County's rates were 34% less than the state's average for ALS responses and 38% less for BLS responses. The Director recommended that the board set ambulance reimbursement standards at 85% of the statewide average and apply those rates to the next emergency ambulance transport contract program. The Board adopted the recommendation to begin January 1, 1995. App. G, pp. 19a-20a.

The Director also reported that respondent County's Department of Health Services ("DHS") had requested information from the respondent incumbent ambulance operators about their costs of operation. The Director reported that the operators "have been reluctant to provide specific information", but the respondent operators "indicated" that they have sustained "significant increases in operating expenses" due to state and Federal regulations. The Director also reported that the respondent operators had

also advised DHS that a "high percentage of transports are uncollectible because of the number of medically indigent patients in Los Angeles County." App. G, pp. 20a-21a.

On October 4, 1994, respondent County completed its contracting under the 1994 procurement. There were five primary contractors responsible for emergency ambulance transportation in their zones. The primary contractors sub-contracted with other ambulance services. Under "fiscal impact", the Director reported that "[t]he County's annual cash payment under the new program is $171,780. In-kind County services, including dispatching services, are provided to the contractors in support of the new program." App. M, p. 32a. The distribution of the subsidy is set forth in App. N, p. 33a.

Petitioner filed its complaint on February 16, 1996. Petitioner served the Attorney General with the Complaint and relevant documentary information pursuant to 31 U.S.C. § 3730(b)(2). A year later, the United States declined to intervene. The Government requested that all pleadings be served on it and that only the Complaint, the notice of declining to intervene and the order be unsealed. The Government made no other motion.

On July 8, 1997, petitioner filed its amended complaint naming only the current respondents. Count One against respondents Adams, Crippen, Laidlaw, Pruner, Schaefer, Wilson, Medevac and Goodhew alleged that under color of state law and by agreement with respondent County, the respondent ambulance companies submitted unlawful bills for emergency ambulance services to Medicare beneficiaries which were eventually paid by the United States. Fourteenth Amendment standards of pricing applied because the citizens

were subject to maximum rates for emergency ambulance services by private ambulance corporations enacted by local governments, and because citizens had no choice in the level of services for which they were required to use and pay.

Count Two alleged that under the exclusive franchise agreements, respondent county referred Medicare patients to respondent ambulance companies in exchange for discounted ambulance services on behalf of respondent County in violation of 42 U.S.C. § 1320a-7b(b).

In July 1997, respondent County filed a motion to dismiss, *inter alia*, on public disclosure grounds, submitting approximately 2300 pages of records to the court. In support of its claim that petitioner's action was based on public disclosures, respondent County included the Declaration of Gary T. Izumi who produced "a true and correct copy of the reporter's transcript of the proceedings at the County's January 25, 1989, Provider's Conference, also from the file on this project." Excerpts are appended in App. D. However, respondent County had previously represented to petitioner and the public that written minutes of the 1989 provider conference would not be available. App. C, p. 8a.

Respondent County also submitted in support of its claim the Declaration of Diana K. Shigaki who stated that she had retrieved a true and correct copy of the reporter's transcript of the April 20, 1994, Mandatory Proposer's Conference." Excerpts are appended in App. J. Again however, respondent County had represented to petitioner and the public that written minutes of the 1994 provider conference would not be available. App. I, p. 23a.

Respondent County also submitted in support of its claim a copy of Addendum number 3 to the 1994 RFP. Excerpts are appended in App. K. Again however, respondent County had previously represented to petitioner and the public that all written materials resulting from questions at the 1994 provider's conference would only be transmitted to the attendees of the conference as evidenced by the sign-in sheet. App. I, p. 23a.

Both conference transcripts had the physical appearance of official documents, including a certification in the 1989 transcript that witnesses were sworn in. App. D, p. 14a. The text reveals, however, that when asked from the floor for copies of the transcripts, the County representatives in both instances said that they did not know who instigated the presence of the court reporter, because they were not there on respondent County's behalf. App. D, p. 14a; App. J, p. 28a. In the 1989 conference, the respondent ambulance providers' local trade organization was identified from the floor as the sponsor. App. D, p. 14a. Petitioner has found no evidence indicating how or when respondent County received a copy for its file, but clearly the transcript was under the control of respondent private ambulance providers. The sponsor was not identified in the 1994 conference, and respondent County's representative had to ask for a copy. App. J, p. 28a.[2]

On October 6, 1997, without oral argument, the district court granted defendants' motion to dismiss on grounds of

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2. Ms. Hastings: We're not doing transcripts or tapes. We are taping, but we had not planned to make the tape available. What will result is additional information. The questions from the session today with the answers will be provided to everybody. You might want to borrow the court reporter from whoever he belongs to. In fact, could we have a copy? He's not ours.

collateral estoppel relying upon the Order Granting Defendants' Motion to Dismiss in *U.S. ex rel. A-1 Ambulance Service, Inc., et al. County of San Mateo, et al.*, C-96-20048 (N.D. Cal. Aug. 6, 1997) ("San Mateo Action"). "The doctrine of collateral estoppel bars relitigation of the issue of subject matter jurisdiction with regards to *qui tam* claims arising out of publicly awarded contracts." The district court did not address whether the individual elements of 31 U.S.C. § 3730(e)(4), (1) based upon the (2) public disclosure of (3) allegations or transactions in a (4) criminal, civil, or administrative hearing, in a congressional, administrative, or Government Accounting Office report, hearing, audit, or investigation, or from the news media, were litigated in the former case. The district court rejected only the argument that collateral estoppel did not apply because there was no final judgment in the prior case. App. B, p. 4a.

The district court also dismissed on the alternative grounds that the "disclosures in this case constitute public disclosures within the meaning of pursuant to 31 U.S.C. § 3730(e)(4)". App. B, p. 4a. The district court rejected petitioner's argument that the allegations and transactions must be in possession of the government prior to relators' filing of the case in order for the public disclosure bar to apply. Again, the district court did not address whether the individual elements of 31 U.S.C. § 3730(e)(4), (1) based upon the (2) public disclosure of (3) allegations or transactions in a (4) criminal, civil, or administrative hearing, in a congressional, administrative, or Government Accounting Office report, hearing, audit, or investigation, or from the news media, were met in the case below.

On February 7, 2000, the Court of Appeals affirmed the district court's dismissal on collateral estoppel grounds based

upon its concurrent judgment in *U.S. ex rel. A-1 Ambulance Service, Inc. v. County of San Mateo et al.*, No. 98-15200. App. A, p. 2a.

REASONS FOR GRANTING THE WRIT

I. COLLATERAL ESTOPPEL

A. The Court Of Appeals' Decision Conflicts With Prior Decisions Of This Court.

Collateral estoppel is intended to preclude parties from contesting matters that they have had a full and fair opportunity to litigate. *Montana v. United States*, 440 U.S. 147, 154 (1979).

> The judgment in the prior action operates as an estoppel only as to those matters in issue or points controverted, upon the determination of which the finding or verdict was rendered. In all cases, therefore, where it is sought to apply the estoppel of a judgment rendered upon one cause of action to matters arising in a suit upon a different cause of action, the inquiry must always be as to the point or question actually litigated and determined in the original action, not what might have been thus litigated and determined. Only upon such matters is the judgment conclusive in another action. *Cromwell v. County of Sac*, 94 U.S. 351 (1876).

Collateral estoppel must be confined to situations where the matter raised in the second suit is identical in all respects with that decided in the first proceeding and where the

controlling facts and applicable legal rules remain unchanged. *Commissioner of Internal Revenue v. Sunnen*, 333 U.S. 591, 599-600 (1948).

B. Collateral Estoppel Does Not Apply Because The "Based Upon" Element Was Not Litigated In The San Mateo Action.

The decision of the court below conflicts with these decisions of this Court. Under the False Claims Act, a court has jurisdiction if any one of the four elements of 31 U.S.C. § 3730(e)(4)(A) is not present, (1) whether the action was "based upon" (2) a "public disclosure" of (3) "allegations or transactions" in a (4) "criminal, civil, or administrative hearing, in a congressional, administrative, or Government Accounting Office report, hearing, audit, or investigation, or from the news media".[3] Collateral estoppel does not apply conclusively to an issue necessary to support lack of subject matter jurisdiction in this action if it was not litigated in the San Mateo Action.

The court in the San Mateo Action simply did not address the first element, "based upon" the alleged public disclosure. The failure to litigate this issue in the San Mateo Action defeats the applicability of collateral estoppel in this action.

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3. Assuming, *arguendo*, that respondents may raise the issue at all.

C. The Court Had Subject Matter Jurisdiction Because Petitioner Did Not Base Its Action On Respondent's Alleged Disclosures.

Moreover, there is a material fact difference between the San Mateo Action and this action: The petitioner, having participated in the Monterey procurement, was thereby privy to the alleged publicly disclosed information. However, in this action, petitioner did not even attend the provider conferences for the Los Angeles procurements.

Respondent County's submitted documents show that respondent County itself restricted public and industry access. Respondent County told the public including petitioner in advance of the conferences that the information such as minutes *would not be published* and that the materials generated therein *would be sent only to the participants*. App. C, p. 8a; App. I, pp. 23a-24a. Respondent County could not and did not claim that it sent the documents directly to petitioner for petitioner to use or review. Rather, in the court below, respondent County coupled the presence of the provider conference transcripts in its files with a discussion of the public records statute to apparently suggest that the general public, including petitioner, had potential access to them. However, those transcripts were not respondent County's transcripts. App. D, p. 14a; App. J, p. 27a. They belonged to respondent ambulances' trade organization, at least in the first instance. App. D, p. 14a. So respondent County can not claim to know that they were distributed to any one else. Petitioner received nothing from the respondent ambulance providers before filing this case. Respondent County knew that petitioner's action was not based upon the alleged disclosures because respondent County had control of the mailing and attendance lists.

D. The District Court Had Subject Matter Jurisdiction And Collateral Estoppel Does Not Apply Because There Were No Allegations Or Transactions To Base Petitioner's Action Upon In The Conference Transcripts.

Both the now disclosed 1989 and 1994 transcripts show that there was nothing there to base a complaint on, in other words, no "allegations and transactions". Despite the professed goal of answering potential provider's questions, respondent County did not provide any incriminating materials either because it did not know or did not want to know. Rather, to review respondent County's answers is to demonstrate how the bid was rigged to give an advantage to respondent incumbent ambulance providers.

To bid intelligently on an ambulance contract under the prevailing industry practices, one needs data on (1) the total number of transports, (2) the number of indigent patients and (3) the amount of payment from the county for those indigents. Here are the answers of respondent County to the 1989 providers conference attendees on those subjects:

First, respondent County couldn't provide data on the number of patients actually transported in each zone of the procurement area. App. D, p. 9a. Respondent County published something called "responses" in its RFP. This number is apparently the number of times a county fire truck rolls out in response to a 911 medical call. Only one incumbent ambulance provider got up to report that actual transports were "20 to 35 percent less" than the "responses" which respondent County listed for his zone. App. D, p. 9a. No other incumbent said a word on this subject.

Second, respondent County couldn't produce data on the number of "pays" and "no pays" transported in each zone. App. D, p. 10a. In industry parlance, "no pays" are indigent patients. An incumbent ambulance provider pointed out that the County's announced method of determining those numbers from a survey of the ratio of Medicare and Medicaid patients admitted to the hospital was not reliable, and not fair to "outside providers". App. D, pp. 10a-11a. No other incumbent said a word on this subject.

Third, respondent County acknowledged that it had a maximum of $3,000,000 available which was divided among 11 zones. The $3,000,000 was the amount the incumbent providers were getting. App. D, p. 12a. Inexplicably, respondent County expressly declined to inform the attendees the rationale for the division of the $3,000,000 among the zones. App. D, p. 13a. But respondent County could not provide any data on whether the incumbent providers were profiting or losing on emergency ambulance operations. App. D, pp. 12a-13a. Thus, no one except the incumbents could say whether or not the $3,000,000 was constitutionally sufficient with respect to paying for emergency transportation services to indigent patients.

One incumbent ambulance provider asserted that it could not handle the emergency business without the "backup of our transfer business". To which respondent County replied that is why "exclusivity to critical care transports is in the RFP, to backup the emergency business." App. D, p. 12a. No other incumbent said a word on this subject.

Thus, only respondent incumbent ambulance operators had all the information necessary to know how much indigent-Medicare cost-shifting or constitutionally exorbitant

profiteering from Medicare patients would be available to them in the future bid. They were not saying a thing.

Respondents argued below that because providers asked about the legality of no-subsidy offers under Medicare law in the 1994 procurement, there was a public disclosure. However, the questioners indicated that they would consult their own counsel. Respondent County replied that it would send material to "assist" the provider's counsel. App. J, pp. 26a-27a. In the end, the content of that discussion was irrelevant to the question, did petitioner base its action on that discussion. Even if petitioner were present in the auditorium, it would be absurd to base a False Claims Act case upon someone *questioning* one option of a procurement.

II. FALSE CLAIMS ACT

A. The District Court's Decision Conflicts With A Prior Decision Of This Court.

Review by this Court is warranted because the district court's alternative disposition conflicts with this Court's decision in *Hughes Aircraft Co. v. United States ex rel. Schumer*, 520 U.S. 939, 117 S. Ct. 1871(1997).

The Court is respectfully requested to review the argument stated in *U.S. ex rel. A-1 Ambulance et al v. County of Monterey et al.*, No. 99-1453 at pp. 14-16.

B. Aside From This Court In *Hughes*, 31 U.S.C. § 3730(e)(4) Has Been Construed Without The Participation Or Guidance Of The United States Leading To Conflicting Conclusions Below.

The Court is respectfully requested to review the argument stated in *U.S. ex rel. A-1 Ambulance et al. v. County of Monterey et al.*, No. 99-1453 at pp. 19-20.

C. The Government's Position In *Hughes* Mandates Governmental Possession Of Information As A Condition Precedent To The Application Of The Public Disclosure Bar.

The Court is respectfully requested to review the argument stated in *U.S. ex rel. A-1 Ambulance et al. v. County of Monterey et al.*, No. 99-1453 at pp. 21-22.

D. The Government's Position In *Hughes* Mandates Once The Government Declines To Dismiss The Case, Public Disclosure Litigation Is Over.

The Court is respectfully requested to review the argument stated in *U.S. ex rel. A-1 Ambulance et al. v. County of Monterey et al.*, No. 99-1453 at pp. 22-23.

III. THE QUESTIONS PRESENTED ARE IMPORTANT.

The issues in this case are important because by use of the False Claims Act a *qui tam* plaintiff, expert in its commercial field, can show in a court of law the utter disdain respondent County has for the orders of the courts of the state of California and for the financial rights of the elderly Medicare beneficiary to the financial detriment of the United States and its Medicare part B beneficiaries.

Respondent County was twice ordered to pay for ambulance services to its indigent residents. Instead, because the cities of Los Angeles County had sufficient legal savvy to contest the indigent charges, respondent County turned to its incumbent ambulance providers to create a scheme whereby the private provider collects the indigent costs from Medicare and privately insured patients.

As a result of this litigation, petitioner now has the evidence of the magnitude of respondent County's discriminatory pricing. Buried in respondent County's document submission is an item entitled "Addendum no. 3" to the 1994 RFP dated June 10, 1994. The relevant schedule is excerpted in App. K, pp. 29a-30a and lists the number of "General Relief", "Ability to Pay", "Custody Transports" and "Uncollectibles" transports for one year in 1992-1993 in the various zones. The data were provided by the incumbent ambulance contractors.

A. In 1992-1993, There Was A Differential Of $4.7 Million Between Private And County Costs For The Same Level Of Service.

The total number of uncollectible indigents was 27,667. App. K, p. 30a. The County subsidy per year in the 92-93 time period was $2,141,331. App. L, p. 31a. The average County payment in full to the incumbent providers was *$123.98* per indigent. ($2.1 million/27,667). App. L, p. 31a. In mid-1993, the public's minimum bill for an emergency BLS call was $182.25 basic charge plus $67.75 for emergency response which totals *$250*. App. H, p. 22a. Other charges for oxygen and mileage would be tacked on to that.

The minimum revenue from private sources is $6,916,750 for 27,667 patients. App. L, p. 31a. The County's

costs were $2,141,331 total. This is a minimum differential of $4,775,419 between what the County pays and what the public pays for the same service at the lowest service level.

B. After The 1994 RFP, There Was A Differential Of $8.6 Million Between Private And County Costs For The Same Level Of Service.

After the 1994 procurement, the differential is even greater. App. N, p. 33a. In the example, petitioner assumes that the number of indigents remain the same. The total number of uncollectible indigents was 27,667. App. K, p. 30a. The County subsidy per year in the 1995 time period was $171,780. App. N, p. 33a. The average County payment in full to the incumbent providers was *$6.21* per indigent. ($.17 million/27,667). App. N, p. 33a.

In 1995, the public's minimum bill for an emergency BLS call was $248.25 basic charge plus $69.75 for emergency response which totals *$318.00*. App. H, p. 22a. Other charges for oxygen and mileage would be tacked on to that.

The minimum revenue from private sources is $8,798,106 for 27,667 patients. App. L, p. 31a. The County's costs were $171,780 total. This is a minimum differential of $8,626,326 between what the County pays and what the public pays for the same service at the lowest service level.

The seriousness and depth of the problem can be highlighted with just one simple observation. Nobody who received Addendum No. 3 beat petitioner to filing a False Claims Act action. As cited in *U.S. ex rel. A-1 Ambulance et al v. County of Monterey et al.*, No. 99-1453 at p. 11, it is

industry standard to shift the cost of indigent care from the counties to the insured.

CONCLUSION

For the reasons stated above, the petition for a writ of certiorari should be granted.

Respectfully submitted,

EUGENE DONG
Attorney for Petitioner
786 Holly Oak Drive
Palo Alto, CA 94303
(650) 321-4423

APPENDIX

APPENDIX A — MEMORANDUM OF THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT DATED AND FILED FEBRUARY 7, 2000

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

No. 97-56685

D.C. No. CV-96-01158-GHK

A-1 AMBULANCE SERVICE, INC.,
a corporation, aka Seal 1,

Plaintiff-Appellant,

v.

STATE OF CALIFORNIA, a political
subdivision, aka Seal A,

Defendant,

and

COUNTY OF LOS ANGELES, a political subdivision, aka Seal C; ADAMS AMBULANCE SERVICE, a corp., aka Seal D; CRIPPEN AMBULANCE SERVICE, INC., a corp., aka Seal E; LAIDLAW MEDICAL TRANSPORTATION AMBULANCE SERVICE, INC., a corp., aka Seal F; PRUNER HEALTH SERVICES, INC., a corp., aka Seal G; SCHAEFER AMBULANCE SERVICE, INC., a corp., aka Seal H; WILSON AMBULANCE SERVICE, INC., a corp., aka Seal I; MEDEVAC AMBULANCE SERVICE, INC.,

Appendix A

a corp., aka Seal J; GOODHEW AMBULANCE SERVICE, INC., a corp., aka Seal K,

Defendants-Appellees.

MEMORANDUM[1]

Appeal from the United States District Court
for the Central District of California
George H. King, District Judge, Presiding

Argued and Submitted August 5, 1999
Pasadena, California

Before: KOZINSKI, THOMAS, Circuit Judges, and RAWLINSON[2], District Judge.

We held in the companion case of *United States ex rel. A-1 Ambulance Serv., Inc. v. County of San Mateo*, No. 98-15200, that the district court correctly dismissed A-1's action for lack of jurisdiction under 31 U.S.C. § 3730(e)(4)(A). Therefore, we affirm the district court's order in this case dismissing plaintiff's action against Los Angeles County as precluded by collateral estoppel. *See Offshore Sportswear, Inc. v. Vuarnet Int'l, B.V.*, 14 F.3d 848, 850 (9th Cir. 1997).

AFFIRMED

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1. This disposition is not appropriate for publication and may not be cited to or by the courts of this circuit except as may be provided by Ninth Circuit Rule 36-3.

2. The Honorable Johnnie B. Rawlinson, United States District Judge for the District of Nevada, sitting by designation.

APPENDIX B — ORDER AND JUDGMENT OF THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA DATED AND FILED OCTOBER 6, 1997

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NO. CV 96-1158 GHK(AJWx)

The United States of America ex rel. A-1 AMBULANCE SERVICE, INC., a corporation,

Plaintiffs,

vs.

THE COUNTY OF LOS ANGELES, et al.,

Defendants.

ORDER

This matter is before the court on defendants' motions to dismiss plaintiff's complaint for lack of subject matter jurisdiction and for failure to state a claim upon which relief can be granted pursuant to Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6). We conclude that this matter is appropriate for decision without oral argument. *See* Fed. R. Civ. P. 78; Local Rule 7.11. After considering the parties' briefs filed in support of and in opposition to the motion, we hereby **GRANT** defendants' motions to dismiss for the following reasons:

Appendix B

(1) The doctrine of collateral estoppel bars relitigation of the issue of subject matter jurisdiction with regards to *qui tam* claims arising out of publicly awarded contracts. *See* Order Granting Defendants' Motion to Dismiss First Amended Complaint, *United States ex rel. A-1 Ambulance Service, Inc., et al. v. County of San Mateo, et al.*, C-96-20048-JW (N.D. Cal. Aug. 6, 1997).[1] Plaintiff challenges application of the collateral estoppel bar on the grounds that the Northern District Order is not final because no judgment has been entered and because it plans to file a motion for reconsideration. We reject this argument. Even though a timely motion to alter or amend a judgment may suspend the finality of the judgment for the purposes of appeal, the finality requirement for collateral estoppel purposes is not coextensive with the issue of appealability. *Luben Industries, Inc. v. United States*, 707 F.2d 1037, 1040 (9th Cir. 1983) ("To be 'final' for collateral estoppel purposes, a decision need not possess 'finality' in the sense of 28 U.S.C. § 1291."). Furthermore, a pending Rule 59(e) motion does not deprive a judgment of finality for res judicata purposes. *Tripati v. Henman*, 857 F.2d 1366 (9th Cir. 1988). We see no reason why a similar rule should not apply for collateral estoppel purposes.

(2) Even if the issue of subject matter jurisdiction is not barred by collateral estoppel, we conclude that we lack subject matter jurisdiction in this case. The disclosures in

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1. Although we recognize that there are different counties involved, the legal issue in these two cases is the same. Since plaintiff has not challenged the substantial similarity of the issues in these two cases, it appears to admit that the issues are substantially similar for application of collateral estoppel.

this case constitute public disclosures within the meaning of 31 U.S.C. § 3730(e)(4)(A). We conclude that section 3730(e)(4)(A) does not require disclosures be limited to federal government sources. Nothing in the statute precludes non-federal public disclosures from qualifying as "public disclosures" sufficient to invoke the jurisdictional bar as long as the information is publicly known. Nor would such a rule unduly restrict *qui tam* actions because the 1986 amendments allow a *qui tam* plaintiff to proceed, even where there has been public disclosure, so long as he or she was the original source of the information. Here, plaintiff has not claimed to be an original source. Although the Third Circuit case of *United States ex rel. Dunleavy v. County of Delaware*, __ F.3d __, 1997 WL 474414 (3rd Cir. Aug. 21, 1997) appears to reach a different result, we respectfully disagree and decline to follow it.

(3) Because we lack subject matter jurisdiction over this action, we do not reach the other issues raised by defendants' motions.

Accordingly, this action is **DISMISSED** for lack of subject matter jurisdiction.

IT IS SO ORDERED.

Dated: This 6th day of October, 1997.

s/ George H. King
GEORGE H. KING
United States District Judge

Appendix B

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NO. CV 96-1158 GHK(AJWx)

The United States of America ex rel. A-1 AMBULANCE SERVICE, INC., a corporation,

Plaintiffs,

vs.

THE COUNTY OF LOS ANGELES, a political subdivision, ADAMS AMBULANCE SERVICE, INC. dba AMERICAN MEDICAL RESPONSE, a corporation; CRIPPEN AMBULANCE SERVICE, INC. dba MED-TRANS, a corporation; LAIDLAW MEDICAL TRANSPORTATION AMBULANCE SERVICE, INC., a corporation; PRUNER HEALTH SERVICES, INC., a corporation; SCHAEFER AMBULANCE SERVICE, INC., a corporation; WILSON AMBULANCE SERVICE, INC., dba AMR-WILSON AMBULANCE SERVICE, INC., a corporation; MEDEVAC AMBULANCE SERVICE, INC., a corporation; GOODHEW AMBULANCE SERVICE, INC., a corporation,

Defendants.

JUDGMENT

On October 3, 1997, defendants' motions to dismiss plaintiff's first amended complaint for lack of subject matter jurisdiction pursuant to 12(b)(1) of the Federal Rules of Civil Procedures was granted.

Appendix B

Accordingly, pursuant to said October 6, 1997, order, it is hereby **ADJUDGED, DECREED AND ORDERED** that this action is dismissed for lack of subject matter jurisdiction.

IT IS SO ORDERED.

Dated: This 6th day of October, 1997.

s/ George H. King
GEORGE H. KING
United States District Judge

APPENDIX C — EXCERPTS FROM COUNTY OF LOS ANGELES 1988 RFP

Bates 82

All interested providers are strongly urged to attend the providers' conference scheduled for Tuesday, January 1989 at 10:00 a.m.

. . .

Questions concerning the written specifications of this RFP only will be considered in the presence of all attendees.

Written minutes of the conference or a listing of all questions and answers presented at the conference will not be available for publication, . . .

. . .

All written answers to conference questions, future notices, addendums, and other mailings that concern this RFP, and that County representatives may decide to issue after the date of the conference, will be sent only to those firms who have shown an interest in this RFP by attending the contract providers' conference.

APPENDIX D — EXCERPTS FROM TRANSCRIPT OF PROVIDER CONFERENCE DATED JANUARY 25, 1989

Bates 314:11-22

Mr. Cox: Lee Cox, American Medical Transport. In the RFP, the number of responses, have you got the number of people, patients, transported in each zone?

Mr. Dowling: As opposed to responses of dry runs?

Mr. Cox: Yes.

Mr. Dowling: No, I am told.

Mr. Cox: Actual transports.

Mr. Dowling: I understand. And those data are not readily available?

Ms. Bar: Not available.

Bates 314:24-315:7

Mr. Brooks, Professional. I think I can somewhat answer that question.

A certain area north of Glendale that I handle, 99-9/10, exclusively, you have rescue responses in there, and my statistics, and I keep excellent ones, are anywhere from 20 to 35 percent less than that.

I attribute that possibly to the times that the squads go out and we're not called: also to dry runs that are there. But those are not good figures in my district.

Appendix D

Bates 315:18-25

Mr. Otis: Drexel Otis of Stat Ambulance. Could you also include in that data the collectibility figures for the existing providers? It does no good to know that an area is 50 percent poverty and not know what collectibility factor there is.

Ms. Bahr: We are getting some data on that based on hospital experience in those zones, and we will send that out with the addenda when it goes out.

Bates 354:22-355:12

Mr. Decker: Jim Decker, Crippen Ambulance. Audrey, just for clarification, you made a statement that for those providers that are not current providers in Los Angeles County, and the question was brought up about the no-pays or the pays in the particular areas, and you said you were going to check, or you were checking, with the hospitals with regards to that. Is that clear?

I mean, could you explain to me how a hospital is going to tell what an ambulance provider is being paid in a particular area, or franchisee?

Ms. Bahr: What we are going to get is the payor mix from all of the hospitals in each zone, assuming that the patient that arrives at the hospital arrived in one of your ambulances and, therefore, the resources would be the same.

Mr. Decker: That's not true, unfortunately, and that's not fair to the outside providers. That is not true.

Appendix D

Bates 356:6-16

Ms. Bahr: But who the source is going to be — if it's Medi-Cal, it's Medi-Cal for both of them. If it's Medicare, it's Medicare for both of you.

Mr. Decker: Let me just back up a little bit. That's not true. If a Medicare patient is part A/part B, yes, the ambulance provider could possibly get paid for Medicare.

If the Medicare is a part A only, yes, it's going to show on their records that the hospital was paid. The ambulance provider is not going to be paid. There is no part B.

I mean, I am just bringing that up. What we are talking about is, again, payees, as far as going into a hospital doesn't always mean, and a good share of the time does not mean — because when the patient arrives at the hospital and then later is transported to one of the generals, it goes on the medical relief program, or Medi-Cal, and the provider is not privy of that information and consequently is unable to bill Medi-Cal.

Bates 320:21-321:4

Mr. Dowling: We are now going to assign each zone a maximum subsidy. This is the maximum sum that the county will consider paying for the zone in question. If you bid the maximum subsidy permitted, you will receive zero points.

For each 10 percent reduction of the subsidy mentioned, you will earn 4.5 points, for a maximum potential of the

zero bid of 45 points. If the bid goes below zero, i.e. you bid to pay the county for the franchise, there will be a concomitant additional increase.

Bates 321:16-19 Mr. Dowling

And I hope the arithmetic of that is $3 million totally in the aggregate, which is the current subsidy that the county provides for the 15 providers that enjoy current contracts.

Bates 341:22-342:6 Mr. Brooks

. . . Also you do not recognize the fact that we cannot handle emergency services without the back-up of our transfer business. It's impossible. I'll probably lose what few friends I have left: that's a fact. I believe the other operators will corroborate that under any kind of oath you want.

Ms. Hastings: That's exactly why the exclusivity to critical care transports is in the RFP, to backup the emergency business. And it apparently has some lucrative nature to it because people are always fighting to become paramedic providers.

Bates 347:2-348:2 Mr. Dowling

We are not totally ignorant of the economics of the areas that we have under bid, and while we might not always recognize a problem when we see it, if it's bad enough we just might — for all practical purposes, there are 11 zones in this county, now if you want to look at what we currently provide, and while they are all losing money, we are told,

the 3 million, I guess, must help to break them even. And in the aggregate we are offering to get bids high.

. . .

Mr. Pruner.

Mr. Pruner: Don Pruner, Pruner Health Services. Fran, did you say that everybody that handles these zones now are losing money?

Mr. Dowling: I don't know that. I just know that what I have heard is that, in the aggregate, emergency medical transportation, as told to us by the current providers, is a losing proposition.

Mr. Pruner: I just wanted to make sure. I wasn't aware that everybody said they were losing money . . .

Bates 348:3-8

Mr. Pruner: . . . could you tell us what formula you used to come up with the dollars in the specific zones?

Mr. Dowling: We like the formula that we used.

Mr. Pruner: Pardon me?

Mr. Dowling: No, we are not going to discuss how we came up with the formula.

Appendix D

Bates 387:19-388:4

Mr. Paul: Bill Paul from Southland Ambulance. Will the transcript that the court reporter is taking be available?

Mr. Dowling: That is not our transcript. This is to keep an honest transcript. We have a tape recorder that we will replicate for you. That is being provided through the auspices of someone.

Mr. Decker: Los Angeles County Emergency Medical Transportation.

Mr. Dowling: By the 15 current providers of emergency services.

Bates 389:

The undersigned Certified Shorthand Reporter of the State of California does hereby certify:

That prior to being examined, the witness in the foregoing proceedings was duly sworn to testify the truth, the whole truth and nothing but the truth.

. . .

Signed Sheri Clark-Bell

APPENDIX E — MODEL TERMS FROM LA COUNTY AMBULANCE CONTRACTS FROM 1989 RFP'S

September 28 1989
Medevac

Bates 10

Maximum public rates will be the same as the maximum County Code rates as of July 1, 1989. On each July 1 thereafter, the County and the City rates will be adjusted according to the inflation adjustment formula found in the County Code.

Medevac agrees not to bill County Responsible indigents (General Relief or Ability to Pay recipients) or their families for emergency ambulance transportation services.

The County's sole payment obligation to Medevac is a subsidy of $56,225 per month, or $674,695 per year, for the three zones comprising Medevac's exclusive franchise operating agreement. This is $175,558 a year less than the maximum County subsidy allowed for these zones and reduces the County's current $3.0 million annual cost for indigent ambulance services accordingly.

October 26, 1989
Goodhew Ambulance Service, Inc.

Bates 105

Maximum public rates will be the same as the maximum County Code rates as of July 1, 1989. On each July 1 thereafter, the County and the City rates will be adjusted

Appendix E

according to the inflation adjustment formula found in the County Code.

Goodhew agrees not to bill County Responsible indigents (General Relief or Ability to Pay recipients) or their families for emergency ambulance transportation services.

The County's sole payment obligation to Goodhew is a subsidy of $250,413 per year, for the two zones comprising Goodhew's exclusive franchise operating area. This is $287,840 a year less than the maximum County subsidy allowed for these zones and reduces the County's current $3.0 million annual cost for indigent ambulance services accordingly.

APPENDIX F — MODEL TERMS FROM LA COUNTY/ CITY AMBULANCE CONTRACTS

Sept 12, 1991

City of El Segundo
City of San Gabriel

Bates 592

Two City County Agreement

The agreements designate the cities as the exclusive provider of emergency ambulance transportation services within their corporate borders at no cost to the county. Each city retains the exclusive right to establish ambulance service rates and to bill any private party or third party for services provided, but agrees not to bill County-responsible indigent persons.

December 17, 1991

City of Sierra Madre
Rescue-1

Bates 665

City of Sierra Madre Agreement

The agreement designates the City as the exclusive provider of emergency ambulance transportation services within its corporate borders at no cost to the county. The city retains the exclusive right to establish ambulance service rates and to bill any private party or third party for services provided, but agrees not to bill County-responsible indigent persons.

APPENDIX G — EXCERPTS FROM RECOMMENDATIONS FOR RATE RAISES IN LOS ANGELES COUNTY

June 7, 1990

Letter to Board of Supervisors from LA County Director of Health

* * *

The Department of Health Services is recommending that the Board approve a 4.3% rate increase in the maximum ambulance rates chargeable to the public, to be effective July 1, 1990, and to amend the County Code accordingly. This action will have no effect on county costs.

* * *

May 2, 1991

Letter to Board of Supervisors from LA County Director of Health

* * *

The Department of Health Services (DHS) is recommending that the Board approve a 5.3% rate increase in the maximum ambulance rates chargeable to the public, to be effective July 1, 1991, and to amend the County Code accordingly. This action will have no effect on county costs.

* * *

Appendix G

April 14, 1994

Director of Health Report to Board of Supervisors

Proposed Changes in the County Code Relating to Private Ambulance Services

* * *

Issues:

* * *

The Department of Health Services (DHS) has completed an ambulance survey of the 58 counties and is recommending an increase in the base rates for advanced and basic life support response-to-call services equal to 85 percent of the Statewide average.

The new base rates will become effective on January 1, 1995 and will also represent the maximum rates which private operators will be allowed to charge the general public under the County's next Emergency Ambulance Transportation Contract Program.

* * *

Fiscal Impact:

No direct county impact.

* * *

Appendix G

April 14, 1994

Letter Director of Health Services to Board of Supervisors

* * * *

On February 8, 1994, the Board instructed DHS to review base rates prior to releasing the Request for Proposals (RFP) for the County's next Emergency Ambulance Transportation Exclusive Operating Area Program. DHS has surveyed the rates Statewide, and has determined that the average base rates among the 58 counties is $457 for advanced life support response and $292 for basic life support response.

Los Angeles County currently allows $303.25 for advanced life support and $182.25 for basic life support response to call services. In effect, Los Angeles County rates are 34% lower for advanced life support response, and 38% lower for basic life support response than the average for all counties.

* * * *

DHS has also requested information from licensed ambulance operators in Los Angeles County regarding their costs of operation. Although the operators have been reluctant to provide specific information, they have indicated that they have sustained significant increases in operating expenses due to recent Occupational Safety and Health Administration (OSHA) regulations for blood borne pathogens as well as other State and Federal regulations.

Appendix G

Operators have also advised DHS that a high percentage of transports are uncollectible because of the number of medically indigent patients in Los Angeles County.

* * *

Oct. 17, 1996

Letter Health Director to LA County Board of Supervisors

* * *

In approving these actions, the Board is approving the following:

— The addition of four new "special" ambulance services charged the general public for volume ventilator, respiratory therapist, pulse oximeter, and infusion pump, in keeping with new industry standards, medical technology, and the earlier discharge of hospital patients;

Fiscal impact:

There is no cost impact for the County as a result of the Board's approval of these recommendations.

Financing:

The rate increases would be absorbed by the general public.

APPENDIX H — TABLE OF LOS ANGELES COUNTY AMBULANCE RATES FOR THE PUBLIC

Ordinance	Date	ALS	BLS	Code 3	Mi	§ 7.16.280B[1]
88-0170		252.00	151.00	56.00	8.40	Yes
89-0092		260.00	156.00	58.00	8.75	Yes
90-0088		271.00	162.75	60.50	9.00	Yes
91-0071		285.25	171.25	63.75	9.50	Yes
	6/12/92	287.25	172.25	64.75	9.50	Yes
	6/10/93	303.25	182.25	67.75	10.50	Yes
	5/5/94	388.50	248.25	63.75	9.50	Yes
	11/30/94	388.50	248.25	69.75	10.25	Yes
	5/11/95	402.75	257.50	72.25	10.25	Yes
	2/97	462.00	274.75	74.25	11.00	Yes

1. § 7.16.280B states: "This section does not apply to a contract between the ambulance operator and the county where different rates or payment mechanisms are specified."

APPENDIX I — EXCERPTS FROM COUNTY OF LOS ANGELES 1994 RFP

Bates 822

All interested providers must attend the mandatory proposers' conference to participate in this RFP. . . . Because of the potential size of the conference, it would be appreciated if each organization limits itself to no more than three (3) attendees.

Bates 823

All organizations in attendance are to ensure that the official sign-in attendance sheet is completed and signed by one authorized representative of the organization, for two purposes: (1) to serve as evidence that the organization was present at the mandatory conference: and (2) to mail any addenda subsequent to the mandatory conference, if the County determines hat such addenda is required.

The purpose of the mandatory proposers' conference is to answer all questions concerning the written specifications of the RFP in the presence of all organizations genuinely interested in proposing for an exclusive operating area(s).

Bates 824

Written minutes of the proposers' conference will not be available for publication, and County representatives will not hold any private or unilateral consultations before or after the conference that may give a proposer any advantage over another in responding to this RFP.

Appendix I

If valid questions made concerning the written specifications of this RFP are not answered at the time of the conference, . . . then DHS will later mail written answers to these valid questions in the form of an addendum (or addenda, if necessary) to all organizations in attendance at the mandatory proposers' conference as evidenced by the official sign-in attendance sheet.

APPENDIX J — EXCERPT FROM COUNTY OF LOS ANGELES 1994 MANDATORY BID CONFERENCE

Bates 1007:5-16

Mr. Collins: This is a proposers' convention for the request for proposals the county release to the public in March with respect to the Emergency Ambulance Transportation Services Program. This is a mandatory conference. In other words, if you're not here, you won't be expected to propose on this.

And what we're going to ask you is to make certain that you signed in when you came through the doorway with the name and address of your firm, a contact person who we would be getting back to in the event we needed to after this conference, with any further information, addenda to the RFP or anything of that nature.

Bates 1017:8

Ms. Hastings: Good Morning. We'll just go point by point and read each of them, and, as we've requested, if you would hold any of your questions until the end. * * *

Bates 1021:7-9

(Ms. Hastings) Question No. 12, can DHS provide estimate call volumes by census tract and by time of occurrence of calls for exclusive operating areas?

Answer, this *(sic)* data will not be available.

Appendix J

Bates 1033:12-18

Mr. Shrader: Also, within the RFP there's a provision of services at no charge to the County of Los Angeles for county responsible patients. Can the county give us some direction on this? Our concern is that the provision of free services in exchange for the award of a contract may create some legal difficulties related to Medicare regulations.

Bates 1033:19-1034:16

Mr. Mikesell: Funny you brought that up. We have certainly recognized that issue, and toward that end we have contacted our outside counsel and expert in Medicare and Medicade *(sic)* law and particularly on this issue, Mr. Mark Windish, and Mark is providing us with some advice on this area. Certainly we don't want to violate the law, and we don't want our providers to be a party to a violation of the law.

We understand that other counties are doing this, other counties are subject to the same law as of this county, of course, the counties of California. In fact there is at least one county that is receiving reimbursement from the provider agency and substantial reimbursement, I understand. We understand that in that particular case, the OIG inspector general for the HHS has approved that type of arrangement in writing.

What we intend to do, and I'm sorry we don't have it firmed up today for you all here, is to put out a separate memorandum or addendum to all of the proposers that are here today, all the candidates. To describe what we have in

mind, if a proposer wants to submit a no cost or low cost subsidy bid to the county, and we anticipate that — we would hope that we will have that shortly.

Bates 1037:20

Mr. Jones: Thank you. The second question relates back to the services rendered to the county indigent patients and other related populations. My understanding under the law is that it is illegal to make the offer to provide the services for free. We'll have to get our own legal opinion as to how to prepare to make an offer to you without being in violation of the law by making a proposal to you.

We at this point don't have an opinion as to how to do that. So it would appear to us at this point we're in a catch 22.

Mr. Mikesell: Hopefully what we are going to be providing to all of you present today in the next addendum would be of help to your counsel on that issue.

Bates 1047:8-21

Mr. Jones: Don Jones with Medtrans, Laidlaw Medical Transportation. Two Questions. One, will a transcript be of this be able (*sic*) to us?

Ms. Hastings: No.

Mr. Jones: A transcript will not be available.

Ms. Hastings: No, the court reporter is not ours.

Mr. Jones: Then will an audio tape be available?

Ms. Hastings: We're not doing transcripts or tapes. We are taping, but we had not planned to make the tape available. What will result is additional information. The questions from the session today with the answers will be provided to everybody. You might want to borrow the court reporter from whoever he belongs to. In fact, could we have a copy? He's not ours.

APPENDIX K — EXCERPT FROM LOS ANGELES COUNTY RFP ADDENDUM NO. 3 DATED JUNE 10, 1994

General Relief, ATP, Custody, and Uncollectible Transports by Operating Areas

Area	General Relief	Ability to Pay	Custody Transports	Uncollectibles[1]
1	0	0	7	425
2	80	0	0[2]	4691
3	6	0	64	2648
4	3	0	31	3583
5	54	7	103	1056
6	48	40	80	4824
7	3	0	29	2527
8	1	8	16	936
9	26	0	5	1890

(Cont'd)

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1. The inclusion of "uncollectibles" in this Schedule should not be deemed as indicating that the County is financially responsible for compensating providers for these transports; however, the County wishes to give providers as much information as possible for use in calculating their costs of participating in the Program.

2. Does not track custody cases

Appendix K

(Cont'd)

10A	4	0	137	777
10B	11	1	61	2630
11	18	0	18	1680
Totals[3]	*254*	*56*	*551*	*27667*

The above data was (*sic*) provided by the contractors currently providing services in the exclusive operating areas. No representation is made as to the accuracy of this (*sic*) data or its (*sic*) relevance to the projected call volume, costs, or potential revenues for an ambulance provider under contract to the County.

. . .

Areas 1, 2, 5, 6, 8, 9, and 11 represent data for the period of July 1, 1992 through June 30, 1993. Data for Areas 3, 4, 7, 10A and 10B is for the period of October 1, 1992 through September 30, 1993.

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3. Provided by Petitioner

APPENDIX L — COMPARISON OF LOS ANGELES COUNTY PAYMENTS PER UNCOLLECTIBLE, IN MID-1993

Area	Subsidy	Provider	"Uncollect-ibles"	BLS+ emergency[1]	ALS+ emergency	Payment per uncollectible
1	301000	Pruner	425			
2,9	250413	Goodhew	6581			
3,4,7	674695	Medevac	8758			
5,6,8, 11	492823	Adams	8496			
10A+ 10B	422400	Wilson	3407			
	$2,141,331		27,667	$250.00[2]	$371.00[3]	$123.98[4]

1. Mileage, oxygen, medications additional
2. Total payment from private source at BLS rates: 27,667 x $250.00 = $6,916,750 plus.
3. Total payment from private source at ALS rates: 27,667 x $371.00 = $10,264,457 plus.
4. Total payment from County of Los Angeles = $2,141,331.

APPENDIX M — LA COUNTY AMBULANCE CONTRACTS REPORT TO BOARD OF SUPERVISORS

December 1, 1994

On October 4, 1994, the Board completed the approval of the five primary contractors for the new Program, and authorized the Director of Health Services to finalize contract negotiations. The current Program expires on December 31, 1994.

Under the agreements, the primary contractors are responsible for 9-1-1 emergency ambulance transportation services at the basic life support (BLS) level in their respective exclusive operating areas.

Fiscal Impact:

The County's annual cash payment under the new program is $171,780. In-kind County services, including dispatching services, are provided to the contractors in support of the new program.

APPENDIX N — COMPARISON OF LOS ANGELES COUNTY PAYMENTS PER UNCOLLECTIBLE, AS OF 1995

Area	Subsidy	Provider	"Uncollect-ibles"[1]	BLS+ emergency[2]	ALS+ emergency	Payment per uncollectible
1	171780	Pruner	425			
2,9	0	Goodhew	6581			
3,4,7	0	Crippen	8758			
5,6,8, 11	0	Adams	8496			
10A+ 10B	0	Wilson	3407			
	$171,780		27,667	$318.00[3]	$458.25[4]	$6.21[5]

1. Using previous figures, since County says that providers saying more indigents than before.
2. Mileage, oxygen, medications additional.
3. Total payment from private source at BLS rates: 27,667 x $318.00 = $8,798,106 plus.
4. Total payment from private source at ALS rates: 27,667 x $458.25 = $12,678,402 plus.
5. Total payment from County of Los Angeles = $171,780.